

ADDENDUM TO PURCHASE ORDER

CITY OF HOUSTON ACCESSORY DWELLING UNIT (“ADU”) COMPETITION

THIS ADDENDUM TO THE ATTACHED PURCHASE ORDER (“Addendum”) is entered into on the date of the attached Purchase Order (“Effective Date”), between the **CITY OF HOUSTON, TEXAS** (“City”), a home-rule municipality of the State of Texas and _____ (“Architectural Designer”). The City and Architectural Designer are referred to collectively as the “Parties” and individually as a “Party.”

1. This Addendum shall control over and override all terms and conditions of the attached Purchase Order, as well as those of any written specifications, statement of work, work write-up, or other project plan, that conflict or are inconsistent with this Addendum, and this Addendum is hereby substituted for any such conflicting or inconsistent term or condition. No other term or condition in any such or other document relating to the subject matter hereof may or shall amend, modify, conflict with, or diminish any term or condition of this Addendum, and any such term or condition is and shall be void and unenforceable.
2. Architectural Designer shall provide the scope of services (“Services”) set out below:
 - Produce schematic designs and concepts for a model ADU for Houstonians not to exceed 900 square feet per the Code of Ordinances, Sec. 42-186.
 - Accepted designs and concepts will be juried by the public. The selected winning design will be taken through preliminary permitting review and made available online.
 - The Architectural Designer of the winning design will produce a complete set of construction plans and documents.
3. The Architectural Designer’s Basic Architectural Qualifications and Services shall include:
 - The Architectural Designer shall be familiar with IRC building codes, along with ADA, TDLR and UFAS codes and ordinances.
 - Architectural Designer shall provide a complete set of architectural construction plans and documents which may include:
 - Floor plans that include the addition and footprint of the existing building showing in detail the adjacent areas of the existing building, with use of each room labeled, and the location of partitions, windows and doors identified.
 - Door and window schedule or plan with all dimensions clearly indicated.
 - Roofing and Framing plans indicating size, spacing, grade, and species of ceiling joists and rafters, and if required, the location of purlins.

- Wall section details indicating size, spacing, grade, and species of studs to determine the method of bracing.
 - Plans shall indicate materials used.
 - Plans must include details showing how compliance with windstorm or strapping is achieved. (Reference Section 302 or Appendix L of the IRC)
 - Plans must show prescriptive compliance with the 2015 International Energy Conservation Code
- Architectural Designer shall complete the preliminary review permitting process as a part of his/her scope, making all required changes necessary to obtain preliminary review approval. All applications, energy forms, Grading and Fill forms shall be completed by the Architectural Designer.
4. Architectural Designer shall provide the Services and Deliverables, and City shall pay Architectural Designer the rates set forth in the table below, upon acceptance of the Deliverables. Upon the City's written acceptance of the Deliverables, Architectural Designer shall submit an invoice setting forth the amounts due, the period of work performed, and the milestone completed.
- 25% - Upon award and signed contract
 - drawing milestone deadlines to be determined at time of award and included in contract
 - 25% - Upon 50% CD drawing submission
 - 30% - Upon 100% construction documents submission
 - 20% - After final plan review complete with all requested revisions & resubmittals
5. Architectural Designer represents that all the Services shall be provided for a fee not to exceed **\$3,000.00** (inclusive of all fees, costs, and expenses). The City shall have no obligation to pay any sum greater than **\$3,000.00** ("the Maximum Compensation") for Services described herein, notwithstanding the total number of hours the Architectural Designer spends to provide all Services described in this Addendum.
6. **COPYRIGHTS AND LICENSES.** Architectural Designer grants to the City a worldwide, perpetual, royalty-free, non-exclusive right to use, copy, distribute, translate, modify, display, and prepare derivative works of entries, as well as the right to authorize such uses by others, in any medium now known or hereafter devised, for any purpose, including, but not limited to, development of construction documents, construction, publication, and exhibition of the competition.
7. **RELEASE AND INDEMNIFICATION.** The City and Architectural Designer agree

that the INDEMNIFICATION provision set forth in the Purchase Order is deleted in its entirety. Architectural Designer shall release and indemnify the City as follows:

- a. **RELEASE. EXCEPT FOR THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARCHITECTURAL DESIGNER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS ADDENDUM. ARCHITECTURAL DESIGNER HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS ADDENDUM.**
- b. **RELEASE AND INDEMNIFICATION OF PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT**
 - (i) **ARCHITECTURAL DESIGNER AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING ARCHITECTURAL DESIGNER, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS ARCHITECTURAL DESIGNER FURNISHES DURING THE TERM OF THIS ADDENDUM INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. ARCHITECTURAL DESIGNER SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.**
 - (ii) **ARCHITECTURAL DESIGNER SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.**
 - (iii) **WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, ARCHITECTURAL DESIGNER SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES**

IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND ARCHITECTURAL DESIGNER SHALL REFUND THE PURCHASE PRICE.

c. SUBCONTRACTOR'S INDEMNITY. ARCHITECTURAL DESIGNER SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

8. The attached Purchase Order, along with any written specifications or work write-ups, and this Addendum contain all the agreements between the parties relating to the subject matter hereof and are the full and final expression of the agreement between the parties.
9. The Director of the Planning and Development Department may terminate this Addendum and the Purchase Order at any time, with or without cause, upon three (3) days' notice in writing to the Architectural Designer. Upon receipt of such notice, Architectural Designer shall discontinue all Services in connection with the performance of the attached Purchase Order. As soon as practicable after receipt of notice of termination, Architectural Designer shall submit a statement to the Director showing in detail the services performed under the Purchase Order to date of termination, and not paid for. The City agrees to pay such charges for Services satisfactory performed and accepted up to the amount of the Maximum Compensation.
10. This Addendum may be executed in multiple copies, each of which shall be an original. This Addendum shall not be effective or binding until it is signed by all signatories.

**APPROVED:
CITY OF HOUSTON**

AGREED AND ACCEPTED:

Director, Planning &
Development Department

By: _____

Date: _____

Date: _____